

**Attachment C**

**SUBPART D: Part 451.330 Financial Requirements**

Please accept the attached letter as proof American PowerNet Management, LP meets the financial requirements under [451.320 (a) (3)].

Supplemental to our letter is a snapshot of American PowerNet Management, LP estimated credit with PJM. Also, enclosed find documentation illustrating our membership status with both PJM and MISO.

Lastly, below you will find a copy of our bond [451.50] for the amount of \$300,000.00

# American PowerNet

Wednesday, March 14, 2012

Illinois Commerce Commission

Re: American PowerNet Management, LP, Application for a Certificate of Service Authority as an Alternative Retail Electric Supplier

To Whom it may concern:

In connection with Item 22 in our application regarding Financial Qualifications, American PowerNet Management, LP (APNM) meets the criteria specified in Section 451.320 (a) (3).

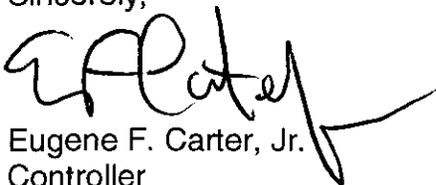
American PowerNet Management, LP is a market participant in both PJM Interconnection (PJM) and Midwest Independent Transmission System Operator, Inc. (MISO). Pages from the membership lists of PJM and MISO are attached to this letter.

Regarding established credit, American PowerNet Management, LP has established credit at PJM in the amount of \$5,800,000. An extract from PJM's eCredit system is attached to this letter to demonstrate our established credit. American PowerNet Management, LP does not have any customers in MISO Illinois and has does not at the present time have, nor is it required to have, a line of credit at MISO. Appropriate levels of credit will be put in place as customers are added in the MISO territory.

American PowerNet Management will purchase 100% of its physical electric energy from the RTO's for delivery to the service territories of the utilities for which we are seeking a certificate.

Please do not hesitate to contact me if you have any questions regarding this information.

Sincerely,



Eugene F. Carter, Jr.  
Controller

Managing the Energy Evolution®

**Midwest ISO**  
We manage power.



**Michael P. Holstein**  
Vice President & Chief Financial Officer  
Direct Dial: 317-249-5525  
E-mail: mholstein@midwestiso.org

September 28, 2005

Mr. R. Scott Helm  
President  
American PowerNet Management, LP  
867 Berkshire Blvd, Suite 101  
Wyomissing, PA 19610

Dear Mr. Helm:

Enclosed please find a fully executed copy of Attachment W - Market Participant Agreement. Please note the Midwest ISO replaced the first page of Attachment W with a revised first page that contains one and only one change -- in paragraph one the phrase "Midwest Independent Transmission System, Inc." was changed to "Midwest Independent Transmission System Operator, Inc."

Regards,

*Michael P. Holstein/pe*

Michael P. Holstein  
Vice President and Chief Financial Officer

MPH/pe



MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC.

► Anastasia M. Heinzelman  
Account Director, Client Relations and Registration

Office: 317-219-5132  
Fax: 317-219-5361  
Email address: aheinzelman@midwestiso.org

September 28, 2005

American PowerNet Management, LP  
R. Scott Helm  
867 Berkshire Blvd, Suite 101  
Wyomissing, PA 19610

Dear Mr. Helm:

Thank you for submitting your Market Participant Application. The processing of your Registration packet has been completed and the Midwest Independent Transmission System Operator, Inc. (Midwest ISO) is pleased to welcome you as a Market Participant. This welcome packet includes the following:

- A copy of the Local Security Administrator (LSA) Policy- This document provides information regarding the role of an LSA in managing user accounts of a Market Participant and their access to information in the market systems.
- A counter-executed copy of the Market Participant Agreement, also known as Attachment W.
- A counter-executed copy of Section XI- XIV of the Market Participant Application, if applicable.

For additional information on the Midwest ISO and the Midwest ISO Market, please visit the Documents tab of the following web address: [www.midwestmarket.org](http://www.midwestmarket.org). This website will provide you with the following resources:

- Educational Material
- FTR Information
- MISO Committee Meetings and Presentations
- Market procedures documents and technical manuals
- New and Announcements
- Non-disclosures and confidentiality
- Settlements
- And more ...

Further, the Portal, which is located at <https://markets.midwestiso.org/MISO>, provides Market Participants the ability to partake in market activities including but not limited to the submission of bids and offers, download FTR allocations, and access to settlement statements. As a Market Participant, you also have the ability to submit a Service Request or Dispute through the Portal. Service Requests and Disputes are managed daily by both the Customer Service and Market Quality Departments at the Midwest ISO.

Should you have any questions or concerns, please do not hesitate to contact the Midwest ISO's Customer Service Department at 1.866.296.6476, and press option 1. Questions or concerns regarding Information Technology (IT) are addressed 24 hours a day by contacting 1.866.296.6476, and press option 2.

Welcome to the Midwest ISO!

Regards,

Anastasia M. Heinzelman  
Account Director of Registration and Customer Service  
Midwest Independent Transmission System Operator, Inc.

**ATTACHMENT W**

**FORM OF MARKET PARTICIPANT AGREEMENT**

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of JULY 24, 2005, is entered into, by and between the Midwest Independent Transmission System, Inc., ("Transmission Provider") and AMERICAN POWERNET MANAGEMENT, LP ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant as defined in the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested services in accordance with the provisions of the Tariff and this MP Agreement.

Issued by: Ronald R. McNamara, Issuing Officer  
Issued on: January 7, 2005

Effective: March 1, 2005

Filed to comply with the November 8, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000 (Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,157 (2004)).

- 5.0 Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.
- 6.0 This MP Agreement shall terminate on such date as mutually agreed upon by the Parties.
- 7.0 The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.

Issued by: Ronald R. McNamara, Issuing Officer  
Issued on: January 7, 2005

Effective: March 1, 2005

Filed to comply with the November 8, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000  
(*Midwest Independent Transmission System Operator, Inc.*, 109 FERC ¶ 61,157 (2004)).

- 8.0 The Market Participant shall notify the Transmission Provider in writing of any material adverse change in circumstances that the Market Participant learns of or intends to implement and may affect its status at least seventy-two (72) hours prior to the change.
- 9.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

	<u>Transmission Provider</u>	<u>Market Participant</u>
Title:	Contract Administrator	<u>PRESIDENT</u>
Address:	701 City Center Drive Carmel, IN 46032	<u>867 BERKSHIRE BLVD SUITE 101</u> <u>WYOMISSING PA 19610</u>

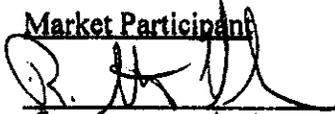
Issued by: Ronald R. McNamara, Issuing Officer  
Issued on: January 19, 2005

Effective: March 1, 2005

Filed to comply with the December 20, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000  
(Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,285 (2004)).

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this MP Agreement to be executed by their respective authorized officials.

<u>Transmission Provider</u>		<u>Market Participant</u>	
By:		By:	
Name:	_____	Name:	<u>R. SCOTT HELM</u>
Title:	<u>Michael P. Holstein</u>	Title:	<u>PRESIDENT</u>
Date:	<u>9-28-05</u>	Date:	<u>7/21/05</u>
	<b>Vice President &amp; Chief Financial Officer</b>		

Issued by: Ronald R. McNamara, Issuing Officer  
Issued on: January 7, 2005

Effective: March 1, 2005

Filed to comply with the November 8, 2004 Order of the FERC in Docket Nos. ER04-691-000 and EL04-104-000  
(Midwest Independent Transmission System Operator, Inc., 109 FERC ¶ 61,157 (2004)).

Attachment A

Application for Membership  
Between  
The PJM Interconnection, L.L.C.  
and  
American PowerNet Management, L.P.

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and American PowerNet Management, L.P. ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Agreement which was accepted by the Federal Energy Regulatory Commission (FERC) on November 25, 1997 as amended and became effective on January 1, 1998. The Applicant has read and understands the terms and conditions of the Agreement. The Applicant agrees to accept the concepts and obligations set forth in the Agreement.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with Schedule 3 of the PJM Agreement and all other applicable costs under the Tariff.

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM OI application approval per Schedule 3.

The Applicant recognizes that it shall become a member of the PJM Agreement effective as of the date that FERC notifies the parties of approval of Schedule 4 submitted by the Applicant to PJM.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

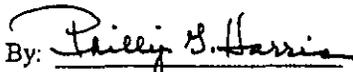
By: 

Name: R. Scott Helm \_\_\_\_\_

Title: President \_\_\_\_\_

Date: 1/26/04 \_\_\_\_\_

PJM Interconnection, L.L.C.

By: 

Name: Phillip G. Harris \_\_\_\_\_

Title: President & CEO \_\_\_\_\_

Date: 3/22/04

ATTACHMENT F-1

**Form of Umbrella Service Agreement for  
Network Integration Transmission Service  
Under State Required Retail Access Programs**

- 1.0 This Service Agreement dated as of January 29, 2004, including the Specifications For Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") and American PowerNet Management, L.P., a transmission customer participating in a state required retail access program and/or a program providing for the contractual provision of default service or provider of last resort service ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 To the extent required, the Transmission Provider has determined that an adequate deposit under Section 29.2 of the Tariff has been made.
- 4.0 Service under this Service Agreement shall commence on \_\_\_\_\_, and shall terminate on such date as mutually agreed upon by the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 5.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
955 Jefferson Avenue  
Valley Forge Corporate Center  
Norristown, PA 19403-2497

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: March 20, 2003

Effective: March 21, 2003

Network Customer

AMERICAN POWER NET MANAGEMENT LP  
867 BERKSHIRE BLVD. SUITE 101  
WYOMISSING PA 19610

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Phillip D. Harris  
Name

President & CEO

Title

3/22/04  
Date

Network Customer

By: R. Scott Helm  
Name: R. Scott Helm

President  
Title

1/29/04  
Date

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

APRIL 25, 2011

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

**AMERICAN POWERNET MANAGEMENT, L.P.**

is duly registered as a Pennsylvania Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Certificate of Good Standing shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read 'Carol A. Little'.

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Acting Secretary of the Commonwealth





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Community Outreach

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## Member List

Below is a sortable list of PJM's members. For more information visit our [help page](#).

PJM Membership as of February 21, 2012

748 PJM Members  
10 Ex-officio  
Total = 758

Filter by Sector:  or by Type:

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Company	Sector	Type
A&C Management Group LLC*		Emergency Load Program Member
AC Energy, LLC	Other Supplier	Voting Member
AC Power Financial Corp.	Other Supplier	Voting Member
Acclona Energy North America Corporation (AENAC)	Generation Owner	Voting Member
AEP Appalachian Transmission Company, Inc.	Transmission Owner	Affiliate
AEP Energy Partners, Inc.	Other Supplier	Affiliate
AEP Indiana Michigan Transmission Company, Inc.	Transmission Owner	Affiliate
AEP Kentucky Transmission Company, Inc.	Transmission Owner	Affiliate
AEP Ohio Transmission Company, Inc.	Transmission Owner	Affiliate
AEP Retail Energy Partners LLC	Other Supplier	Affiliate
AEP West Virginia Transmission Company, Inc.	Transmission Owner	Affiliate
AES Armenia Mountain Wind, LLC	Generation Owner	Affiliate
AES Beaver Valley, LLC	Generation Owner	Voting Member
AES Energy Storage, LLC	Generation Owner	Affiliate
AES Ironwood, LLC	Generation Owner	Affiliate
AES Laurel Mountain, LLC	Generation Owner	Affiliate
AES Red Oak, LLC	Generation Owner	Affiliate
Air Liquide Industrials U.S., L.P.	End User Customer	Voting Member
Air Products & Chemicals, Inc.	End User Customer	Voting Member
AK Steel Corporation	End User Customer	Voting Member
Akula Energy, LLC	Other Supplier	Affiliate
Alcoa Power Marketing LLC	Other Supplier	Voting Member
Algonquin Energy Services Inc.	Other Supplier	Voting Member
Allegheny Electric Cooperative, Inc.	Transmission Owner	Voting Member
Allegheny Energy Supply Company, L.L.C.	Transmission Owner	Affiliate
ALLETE, Inc. d/b/a Minnesota Power	Other Supplier	Voting Member
Alliant Energy Corporate Services, Inc.	Other Supplier	Voting Member
Alpha Gas and Electric, LLC	Other Supplier	Voting Member
Ambit Northeast, LLC	Other Supplier	Voting Member
Ameren Energy Marketing Company	Other Supplier	Voting Member
American Municipal Power, Inc.	Generation Owner	Voting Member
American Power Partners LLC	Other Supplier	Affiliate
American PowerNet Management, L.P.	End User Customer	Voting Member
American Transmission Company, LLC		Associate Membership
American Transmission Systems, Inc.	Transmission Owner	Affiliate
Amerigreen Energy, Inc.	Other Supplier	Voting Member
Analytical Applications*		Emergency Load Program Member
Anbaric Northeast Transmission Development Company, LLC	Other Supplier	Voting Member
AP Gas & Electric (IL), LLC	Electric Distributor	Affiliate
AP Gas & Electric (MD), LLC	Other Supplier	Affiliate
AP Gas & Electric (NJ), LLC	Electric Distributor	Affiliate
AP Gas and Electric (PA), LLC	Other Supplier	Voting Member
APN Starfirst, LP	End User Customer	Affiliate
Appalachian Power Company	Transmission Owner	Voting Member
Apple Group LLC	Other Supplier	Voting Member
APX Power Markets Inc.		Associate Membership
Aquenergy Systems Inc.	Generation Owner	Voting Member
ArcelorMittal USA LLC	End User Customer	Voting Member
ArLight Energy Marketing, L.L.C.	Other Supplier	Voting Member

License or Permit Bond

License or Permit Bond No 44BSBEW7510

Hartford Fire Insurance Company  
1000 Continental Drive, Suite 350  
P.O. Box 61560  
King of Prussia, PA 19406

KNOW ALL MEN BY THESE PRESENTS, That we, **American Powernet Management, LP** as Principal, and **Hartford Fire Insurance Company**, a **Connecticut** Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF ILLINOIS as Obligee, in the sum of THREE HUNDRED THOUSAND AND NO/100 Dollars (\$300,000.00), for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code Part 451.50 by the Obligee.

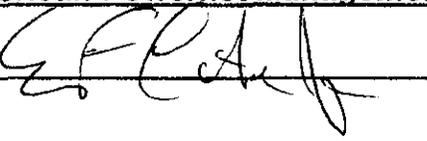
NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ARES, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 21<sup>st</sup> day of March, 2012

Sample License or Permit Bond for ARES Applicants

**American Powernet Management, LP** \_\_\_\_\_ Principal

By:  \_\_\_\_\_

**Hartford Fire Insurance Company** \_\_\_\_\_ Surety

By:  \_\_\_\_\_

Stephanie L. Bankert, Attorney-In-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 44-410622

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

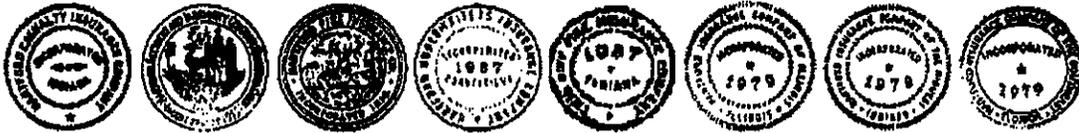
having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*David R. Bradbury, Luella G. Kauffman, Anthony M. Macinanti, Timothy C. Hoagland, Kitty A. Cassell, Heidi R. Brutko, Jamie J. Werner, Kimberly A. Horning, Brent D. Headley, Lydia A. Mantle, R. Scott Miller, Stephanie L. Bankert, Debra L. Rineer, Joseph A. Kotula, Jennifer A. Young*

of  
**Lancaster, PA**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 21, 2012.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President